



Notice of Price Agreement Award

Page 1 of 3
Printed: 6/22/2006

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
CAPITOL HILL
PROVIDENCE RI 02908

V E N D O R	EARTH TECH INC 196 BAKER AVE CONCORD MA 01742	TECHNICAL ASSISTANCE (MPA 309)	
		Award Number 68M00352133	Effective Period: 7/1/06 - 6/30/09

S H I P T O	ADMINISTRATION MASTER PRICE AGREEMENT RELEASE AGAINST RI MPA	Date: 06/19/2006 Buyer: JEROME MOYNIHAN Shipping: F.O.B., Destination Terms: Net 30	I N V O I C E	ADMINISTRATION MASTER PRICE AGREEMENT RELEASE AGAINST RI MPA

Department		Bid Number	Requisition Number
ADMINISTRATION		MPA-309	B06067
Item		Unit	Unit Price
	<p>7/1/06 - 6/30/09 WITH THE OPTION TO REWUE FOR 3 ADDITIONAL YEARS</p> <p>MASTER PRICE AGREEMENT #309</p> <p>THIS IS A NOTICE OF AWARD, NOT AN ORDER. Any quantity reference in the agreement or in the bid preceding it are estimates only and do not represent a commitment on the part of the state to any level of billing activity, other than for quantities or volumes specifically released during the term. No action is to be taken except as specifically authorized, as described herein under AUTHORIZATION AND RELEASE.</p> <p>ENTIRE AGREEMENT - This NOTICE OF AWARD, with all attachments, and any release(s) against it shall be subject to: (1) the specifications, terms and conditions set forth in the Request/Bid Number cited herein, (2) the General Terms and Conditions of Contracts for the State of Rhode Island and (3) all provisions of, and the Rules and Regulations promulgated pursuant to, Title 37, Chapter 2 of the General Laws of the State of Rhode Island. This NOTICE shall constitute the entire agreement between the State of Rhode Island and the Vendor. No assignment of rights or responsibility will be permitted except with the express written permission of the State Purchasing Agent or his designee.</p> <p>CANCELLATION, TERMINATION and EXTENSION - This Price Agreement shall automatically terminate as of the date(s) described under CONTRACT PERIOD unless this Price Agreement is altered by formal amendment by the State Purchasing Agent or his designee upon mutual agreement between the State and the Vendor.</p> <p>STATEWIDE APPLICABILITY - Political Subdivisions (cities, towns, schools, quasi-public agencies), as authorized by law, may participate in this Agreement. All ordering and billing shall be between the vendor and the political subdivision (only).</p>		

This Notice of Award/Purchase Order is issued in accordance with the specific requirements described herein and the State's Purchasing Regulations and General Conditions of Purchase, copies of which are available at www.purchasing.state.ri.us. Delivery of goods or services as described herein shall be deemed acceptance of these requirements.

COPY

STATE PURCHASING AGENT/DESIGNEE



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Item		Unit	Unit Price
	<p>REPORTS - The Vendor agrees to provide the State with quarterly reports describing activity against this Price Agreement. If this is a Master Price Agreement, such reports shall include usage by municipalities, quasi-public agencies, schools, etc. All reports shall contain the following data: (1) Billing volume in dollars and (2) quantity shipped for each line item in the price agreement. When there are no line items in the price agreement, vendor shall report volume by catalog order numbers, with a brief description of each order number.</p> <p>Reports must be submitted to the RI Division of Purchases to the attention BUYER named in this notice, identifying the Agreement number and the Reporting Period. Quarterly reports shall be due 45 calendar days after the end of each quarter. Failure to submit required reports shall be considered a breach of the contractor's obligations and may be considered, at the discretion of the State Purchasing Agent, sufficient cause for the termination of the agreement and other outstanding agreements and orders, and possible suspension from participation in additional State procurements.</p> <p>AUTHORIZATION AND RELEASE. In no event shall the Vendor deliver goods or provide service until such time as a duly authorized release document is certified by the ordering Agency.</p> <p>A Direct Purchase Order (DPO) shall be created by the agency listing the items ordered, using the pricing and format set forth in the Master Blanket. All pricing shall be as described in the Master Blanket and is considered to be fixed and firm for the term of the Agreement, unless specifically noted to the contrary herein. All prices include prepaid freight. Freight, taxes, surcharges, or other additional charges will not be honored unless reflected in Master Blanket.</p>		

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Department		Bid Number	Requisition Number
ADMINISTRATION		MPA-309	B06067
Item		Unit	Unit Price
1.0	<p>THIS IS A MULTI-YEAR BID/CONTRACT. PER RHODE ISLAND STATE LAW 37-2-33, CONTRACT OBLIGATIONS BEYOND THE CURRENT FISCAL YEAR ARE SUBJECT TO AVAILABILITY OF FUNDS. CONTINUATION OF THE CONTRACT BEYOND THE INITIAL FISCAL YEAR WILL BE AT THE DISCRETION OF THE STATE. TERMINATION MAY BE EFFECTED BY THE STATE BASED UPON DETERMINING FACTORS SUCH AS UNSATISFACTORY PERFORMANCE OR THE DETERMINATION BY THE STATE TO DISCONTINUE THE GOODS/SERVICES, OR TO REVISE THE SCOPE AND NEED FOR THE TYPE OF GOODS/SERVICES; ALSO MANAGEMENT OWNER DETERMINATIONS THAT MAY PRECLUDE THE NEED FOR GOODS/SERVICES.</p> <p>TECHNICAL ASSISTANCE [CATEGORY 3] PAID AT \$1.00 PER ALLOWABLE COST.</p> <p>SEE ATTACHED PRICING</p> <p>EVERY PERSON OR BUSINESS ENTITY PROVIDING GOODS OR SERVICES AT A COST OF \$5000 CUMULATED VALUE IS REQUIRED TO FILE AN AFFIDAVIT REGARDING POLITICAL CAMPAIGN CONTRIBUTIONS WITH THE RI STATE BOARD OF ELECTIONS EVEN IF NO REPORTABLE CAMPAIGN CONTRIBUTIONS HAVE BEEN MADE. (RI GENERAL LAW 17-27) FORMS OBTAINED AT BOARD OF ELECTIONS, CAMPAIGN FINANCE DIVISION, 50 BRANCH AVENUE, PROVIDENCE, RI 02904 (401-222-2056).</p> <p>DELIVERY OF GOODS OR SERVICES AS REQUESTED BY AGENCY. PAYMENTS WILL BE AUTHORIZED UPON SUBMISSION OF PROPERLY RENDERED INVOICES NO MORE THAN MONTHLY TO THE RECEIVING AGENCY. ANY UNUSED BALANCE AT END OF BLANKET PERIOD IS AUTOMATICALLY CANCELLED.</p> <p>VENDOR TELEPHONE: 978-371-4124 VENDOR FAX: 978-371-2468</p>	EA	1.00

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ATTACHMENT B
Costs

Personnel rates should be outlined in the following format and can be broken down into sub-categories within Category 1, 2, 3 and 4 of Section 3:

Respondents' cost proposals will be compared by evaluating the rate schedules provided as set forth in the RFP.

Personnel Rate schedule for each of the sub-categories listed in Section 2 shall be listed in the following format:

a)

Classification	Billing	Rate (dollars (\$) per hour)
P4		\$ 145 /hour
P3		\$ 105 /hour
P2		\$ 90 /hour
P1		\$ 62 /hour
T2		\$ 52 /hour
T1		\$ 45 /hour
Secretarial		\$ 45 /hour

b) Respondents shall provide a cost proposal for Site Survey services in the following format:

Please note this does not include As-Built

Fee for Pgs. 12-13 Scope of MPA 309

Class I Survey of Area up to 1 acre:	\$ 1,900* /survey	\$2,500**
Class I Survey of Area 1 to 5 acres:	\$ 1,900-4,500* /survey	\$2,500-6000**
Class I Survey of Area 5 to 10 acres:	\$ 4,800-6,500* /survey	\$6,000-8,500**
Personnel Rate for Draftsman:	\$ 75 /hour	\$75

* Fees are for strictly for Class I Survey - no physical feature location.

** The above prices are based on no cutting of vegetation and convenient accessibility to all portions of the property for both Class I Surveys and to provide elevations.

c) Respondents shall provide a cost proposal for Tank Testing services in the following format:

Alert Tech 1000/1005	
Heath Petro-Tite Test; one location/1 tank:	\$ 500 /tank
Heath Petro-Tite Test; one location/3 tanks:	\$ 400 /tank
Alert Tech 1000/1005	
Horner Ezy-Check Test; one location/1 tank:	\$ 500*** /tank
Horner Ezy-Check Test; one location/3 tanks:	\$ 400*** /tank
Tracer Tight Tank Test; one location/1 tank:	\$ 575*** /tank
Tracer Tight Tank Test; one location/3 tanks:	\$ 525*** /tank

*** Horner and Tracer Tests are Not Recommended.

d) Respondents shall provide a cost proposal for Ground Penetrating Radar (GPR) and Geophysical Services in the following format:

Daily rate:	Equipment & Crew	\$ 2,600 /day
Daily rate:	Equipment & Crew - Seismic Refraction	\$ 2,800 /day

Weekly rate: Equipment & Crew
Equipment & Crew with Seismic Refraction

\$ 13,000 /week
\$ 14,400 /week



e) Drilling Services

For companies responding to Category 1, 2, 3 and 4 drilling services, rates should be calculated on a daily and/or weekly basis for each type of drill rig (including SVE/AS/microwells/direct push), including the crew required, mobilization, demobilization and decontamination. Daily rates shall be based on eight (8) hours of drilling. Rates should also be provided separately for overburden and bedrock monitoring well construction, including subsequent development, on a per foot basis for. As outlined earlier, all monitoring wells shall be constructed in accordance with the specifications provided in Appendix 1 of the RIDEM Rules and Regulations for Groundwater Quality, and ASTM standards.

Drilling rate schedules shall be presented in the following format:

DRILLING EXPENSES

DESCRIPTION	MAKE/MODEL	UNIT MEASURE	UNIT COST
Mobilization/ Demobilization		Lump Sum	\$525 - \$600
Standard HSA		LF & Day Rate	\$27-\$38.50 - \$1,725-\$2,300
Large HSA		LF & Day Rate	\$40-\$42.75 & \$1,925-\$2,700
All Terrain HSA		LF & Day Rate	\$34-\$38.75 & \$1,750-\$2,700
HSA Rock Coring		LF	\$48-\$65 & \$1,750-\$2,700
HSA Down Hole Air Hammer		LF & Day Rate	\$43-\$50 & \$2,250-\$2,700
Dedicated Air Rotary		LF & Day Rate	\$28 & \$3,200
Direct Push		LF & Day Rate	\$15-\$23.75 & \$1,375-\$2,000
Well Development		Hourly	\$225 - \$275
Decontamination		Hourly	\$225 - \$300
Standby/Overtime		Hourly	\$295 - \$350
2" PVC well Installation HSA		LF	\$10 - \$23.50
2" PVC well Installation Direct Push		LF	\$10 - \$19.50
Direct Push Microwell Installation		LF	\$8 - \$12.75
Packer Testing		Day Rate	\$1,875 - \$2,700

Notes:

- Daily rate for drill rig & crew includes all soil drilling, standard penetration tests, and 2"OD split spoon samples, rollerbitting in obstructions, etc. Standard day equals 8 hours on site.
- Items for 2" PVC well installation include all labor and materials for completion of the well, including 2" PVC riser, filter sand, bentonite or grout, road box or protective casing, cement or concrete pad, etc.
- Dedicated air rotary for depths less than 200ft at maximum diameter of 5" is available at \$2,375/day or \$52.75/ft.
- Assumes drilling locations are accessible and site clearing and/or grading are not required.
- Assumes potable water is available on site and if connections are required, shall be provided upon mobilization.
- Assumes safe access to each location shall be provided by the client. At a minimum, safe access shall include a distance of 20' from overhead utilities.
- Pricing does not include the removal or replacement of fences.
- Materials and/or items not specifically covered in this proposal have not been included in the pricing and therefore will be considered outside the Scope of Work.
- Price ranges reflect different drilling subcontractor's quotes.

f) Equipment Inventories

Categories 1, 2, 3 and 4 will require an equipment inventory and rate schedule in the required format for cost proposals.

It is the contractor's responsibility to operate, maintain, and secure equipment. Costs for all such activities shall be incorporated into the rate schedule. RIDEM will not pay separately billed costs beyond the approved rate schedules.

Equipment inventories and rate schedules shall be presented in the following format:

EQUIPMENT RATES

DESCRIPTION	MAKE / MODEL	DAILY RATE
PID	Thermo 580b w/10.6 lamp, photovac, minirae	\$50
FID	TVA 1000 Thermo or Photovac MicroFID	\$100 / \$80
WATER TABLE PROBE (IP)	Solonist 101-122	\$15 - \$30
PERSIATLTIC PUMP	Geotech	\$25
GRUNDFOS REDI-FLO	Grundfous Pump and Controller	\$70
XRF	Innov-XXRF / Alpha Series	\$500
FIELD GC	Photovac Voyager GE	\$240
METAL DETECTOR	Schonsted TGA-72/90	\$20
EXPLOSIMETER	VRAE Combustible	\$35
FIELD TPH ANALYZER	Petroflag	\$40
IMMINOASSAY FIELD SCREEN TPH, PCB PER TEST	Dexsil Kit - 10 kits/box	\$200
VACCUUM PUMP	SKC	\$20
DO METER	YSI 556	\$60
WATER QUALITY METER(S)	YSI/Hydrolab/Eureka	\$70 - \$100
BLADDER PUMP	QED	\$100
COMBUSTIBLE GAS INSTRUMENT	QED W/M 10 & Compressor	\$120 - \$135

SUBCONTRACTOR AND EQUIPMENT MARKUP

Percentage markup of supplies, equipment and subcontractors is allowed. Respondents shall indicate a fixed percentage for supplies and equipment markup, which will be used as part of comparing costs when reviewing proposals. Project specific markups can be changed for project specific bidding.

PERCENTAGE MARKUP:

SUPPLIES/EQUIPMENT (%): 4%

SUBCONTRACTORS (%): 8%

TERMS AND CONDITIONS OF PRICING AGREEMENT

SCOPE AND LIMITATIONS - This Agreement covers requirements as described herein, ordered by State agencies during the Agreement Period. No additional or alternative requirements are covered, unless added to the Agreement by formal amendment by the State Purchasing Agent or his designee.

Under State Purchasing Law, 37-2-54, "no purchase or contract shall be binding on the state or any agency thereof unless approved by the department [of administration] or made under general regulations which the chief purchasing officer may prescribe." Under State Purchasing Regulation 8.2.1.1.2, "any alleged oral agreement or arrangements made by a bidder or contractor with any agency or an employee of the Office of Purchases may be disregarded and shall not be binding on the state."

PRODUCT ACCEPTANCE - All merchandise offered or otherwise provided shall be new, of prime manufacture, and of first quality unless otherwise specified by the State. The State reserves the right to reject all nonconforming goods, and to cause their return for credit or replacement, at the State's option.

- a) Failure by the state to discover latent defect(s) or concealed damage or non-conformance shall not foreclose the State's right to subsequently reject the goods in question.
- b) Formal or informal acceptance by the State of non-conforming goods shall not constitute a precedent for successive receipts or procurements.

Where the vendor fails to cure the defect promptly or replace the goods, the State reserves the right to cancel the Release, contract with a different vendor, and to invoice the original vendor for any differential in price over the original contract price.

ORDER AUTHORIZATION AND RELEASE AGAINST PRICING AGREEMENT

In no event shall the Vendor deliver goods or provide service until such time as a duly authorized release document is certified by the ordering Agency.

State Agencies shall request release as follows: All releases shall reference the Price Agreement number, the Contract Issue number, the item(s) covered, and the unit pricing in the same format as described herein.

A Department Purchase Order (DPO) listing the items ordered shall be created by the agency. The agency may mail or fax a copy of the order to the Vendor. In some cases the agency may request delivery by telephone, but must provide the Vendor with a DPO Order Number reference for billing purposes. Vendors are encouraged to require written orders to assure payments are processed accurately and promptly.

DELIVERY - If this is an MPA, Vendor will obtain "ship to" information from each participating agency. This information will be contained in the DPO. APA delivery information will be contained in the Notice of Award.

PRICING - All pricing shall be as described herein, and is considered to be fixed and firm for the term of the Agreement, unless specifically noted to the contrary herein. All prices include prepaid freight. Freight, taxes, surcharges, or other additional charges will not be honored unless reflected herein.

INVOICING - All invoices shall reference the DPO Order Number(s), Price Agreement number, the Contract Issue number, the item(s) covered, and the unit pricing in the same format as described herein. If this is an MPA, Vendor will obtain "bill to" information from each participating agency. This information will be contained in the DPO. APA billing information will be contained in the Notice of Award.

PAYMENT - Invoices for items not received, not priced according to contract or for work not yet performed will not be honored. No payment will be processed to any vendor for whom there is no IRS W-9 on file with the State Controller.